

AGREEMENT

Between the

Board of Education

Of Riverside School District No. 96

and

Local Union No. 700

International Brotherhood of Teamsters

July 1, 2025 -June 30, 2030

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ARTICLE I - RECOGNITION

A. Bargaining Unit Representative

The Board of Education of Riverside School District No. 96, Cook County, Illinois (hereinafter referred to as the "Board"), recognizes Local Union No. 700, International Brotherhood of Teamsters (hereinafter referred to as the "Union"), as the exclusive representative for all custodians employed, but excluding all supervisors, managerial employees, confidential employees, short-term employees and students as defined in the Illinois Educational Labor Relations Act.

B. Definition

The term "custodian," when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit as described in Section A above of this Article.

The Superintendent shall designate a supervisory Custodian that shall be denominated The Lead Custodian, annually.

C. Probationary Period

The probationary period shall be twelve (12) months in duration. During the probationary period an employee is entitled to all rights and benefits under this Agreement, except that the Board may suspend or discharge a probationary employee without cause and such action shall be final and the employee shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

ARTICLE II - MANAGEMENT RIGHTS

A. Board Prerogatives

The Union acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement, including, but not limited to, such areas of discretion or inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees.

B. Reservation of Rights

It is expressly understood and agreed by the Union that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws and constitutions of Illinois and the United States and as authority properly exercised by it.

C. Authority to Subcontract, Reorganize and Lay-Off

Except as otherwise limited by the terms of this Agreement, the Board specifically retains its discretionary authority to determine whether any work performed by custodians, in whole or in part, shall be subcontracted out for performance by non-bargaining unit employees or independent contractors. The Board further reserves its authority to reorganize custodial functions and layoff custodians as determined in the Board's sole discretion.

There shall be no subcontracting of work, in whole or in part, while any bargaining unit employee is on layoff. Furthermore, the Board shall not subcontract work covered by this agreement without first informing the subcontractor of the premises of the Agreement, and shall make said subcontract conditional upon such subcontractor assuming all of the economic obligations of this Agreement and all outstanding grievances pending against the Employer, with the understanding that upon the expiration hereof, then an Agreement will be negotiated with such subcontractor by the Union. It shall also be a condition of said subcontract that all current employees must be retained and shall suffer no reduction in wages, benefits and terms and conditions of employment.

ARTICLE III - UNION RIGHTS

A. Dues Deduction

The Board shall deduct from each custodian's pay the dues of the Union, re-initiation fees, and assessments and of its affiliated organizations, provided that the custodian has voluntarily supplied the Board with a signed authorization for such deductions on a form prepared by the Union. Such deductions shall not vary in amount from paycheck to paycheck during any single school year. The payable dues shall annually be certified by the Union. A custodian's authorization shall remain in effect according to its terms, but not longer than the duration of this contract, provided that an authorization may be revoked by giving thirty (30) calendar days written notice to the Board. An authorization shall be deemed to be automatically revoked upon termination of employment. A dues authorization shall be effective not later than the first regular Board meeting following its receipt provided the matter can be timely placed on the Board agenda.

All dues deducted by the Board shall be remitted to the Union not later than ten (10) calendar days after the month such deductions are made. The Union, in accepting such dues, agrees to indemnify and hold the Board harmless against all claims, demands or suits for any and all actions taken or not taken for the purpose of complying with this section.

The employer agrees to "catch up" a delinquent employee's dues, initiation fees, re-initiation fees, and assessments upon request of the union, specifying the additional amount to be deducted from the employee's wages and the time period in which the deductions shall be taken.

B. Blank

This paragraph left blank on purpose.

C. DRIVE Authorization and Deduction

While this agreement is in effect, the Board shall deduct from the employee's paycheck of all employees covered by this agreement voluntary contributions to DRIVE (Democratic Republican Independent Voter Education). DRIVE shall notify the Board of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Board shall transmit to the DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of employee on whose behalf a deduction is made.

ARTICLE IV - CUSTODIAN WORKING CONDITIONS

A. Seniority Definition

Seniority shall be defined as the length of continuous full-time service from date of the last hire of a bargaining unit member. Upon successful completion of the probationary period, a custodian's seniority shall revert to date of hire.

B. Reduction in Force and Recall

1. If the Board determines to reduce the size of its custodial staff, such reductions Shall be made in reverse order of seniority within the bargaining unit, provided, however, that the custodian(s) with greater seniority possess the skills, qualifications, and abilities necessary to fill the position(s) of the custodian(s) with less seniority
2. If the Board increases the number of custodians within one year from the effective date of a staff reduction, or from the beginning of the next school year, the Board shall first offer reemployment to the custodian(s) laid off (by classification) in the reverse order of the reduction. This provision shall not apply to probationary custodians. Any custodian so recalled shall not be deemed to have suffered a break in employment because of the staff reduction, but the custodian shall not accrue any benefits, including seniority, for the period of the reduction.
3. Notice of recall shall be sent to a custodian by certified mail (return receipt requested) to the last address submitted to the Board by the custodian. Failure of the custodian to affirmatively respond to such notice within five (5) calendar days of its receipt, or within ten (10) calendar days of its mailing, whichever is less, shall terminate the responsibility of the Board under this article.

C. Vacancies

When vacancies occur or new positions are created within the custodial bargaining unit, as determined by the Board, a vacancy notice shall be posted in all buildings. All qualified custodians shall be permitted to apply for any such job. The job shall be awarded to the custodian having the most seniority in the bargaining unit, if all factors, including but not limited to training, experience, evaluations, and ability to perform the work are equal.

D. Overtime Assignments

The Board shall make a reasonable effort to assign overtime to custodians on an equitable basis, taking into consideration the ability of specific custodians to perform the work, work locations, the comparative value of hiring substitutes, fiscal restraints, seniority, and other pertinent factors.

In the event that a custodian is scheduled to work a specific period of time as overtime, the employee shall be paid for the actual time scheduled, regardless of whether the event ends earlier, unless, within 24 hours of the time the scheduled overtime is to begin, the employee is notified that the event has been canceled, in which case the employee shall not be compensated. In the event of an early cancellation or if a scheduled activity ends early, the Administration reserves the right to assign work to the employee for the remainder of the scheduled but unassigned time.

The Board shall reasonably attempt to offer overtime to full-time custodians first; then, to part-time custodians. Overtime shall be paid pursuant to the rate of one and one-half times the regular pay rate for hours worked in excess of 40 hours per week (Monday 12:00a.m. through Sunday 11:59p.m.). Sunday and school holiday work shall be paid at double time.

All paid hours (including Personal Days, Vacation Days, Sick Days, designated Holidays and Bereavement Days etc.) shall be considered as hours worked for the purpose of calculating overtime hours. Hours of employment shall be posted by the Superintendent after consultation with the Union President.

E. Involuntary Transfers

In the event an employee is involuntarily transferred, the employee shall have the right to discuss the transfer with his/her immediate supervisor and/or the Superintendent or designee.

ARTICLE V - COMPENSATION AND BENEFITS

A. Wages

Each custodian shall receive the following increases in their hourly pay:

- Three dollars (\$3) per hour effective July 1, 2025
- CPI-U with a floor of 3.0% and a ceiling of 4.0% effective July 1, 2026
- CPI-U with a floor of 3.0% and a ceiling of 4.0% effective July 1, 2027
- CPI-U with a floor of 3.0% and a ceiling of 4.0% effective July 1, 2028
- CPI-U with a floor of 3.0% and a ceiling of 4.0% effective July 1, 2029
- CPI-U with a floor of 3.0% and a ceiling of 4.0% effective July 1, 2030

CPI-U shall be defined as the December CPI-U of the preceding school year.

Effective July 1, 2025, the new hire rate of pay shall be \$20.37 per hour and shall increase 2% per year for each year of the agreement.

Any employee starting their 10th, 15th or 20th year of employment shall receive a one-time longevity payment of 3.5%.

B. Health Insurance

For the term of this Agreement, the Board shall provide for each full-time custodian fully paid single and dependent health coverage under the group insurance program in effect in the District for all employees. The Board agrees to incur the cost for this coverage provided that such total district costs do not exceed \$260,880 for the 2025-2026 school year. If the amount is exceeded, then the overage shall be paid for equally by the bargaining unit members that elect health coverage. The Board agrees to follow this formula for the duration of the agreement. E.G. The Board agrees to incur up to a 10% increase for each year of the agreement, and any overages shall be covered equally by the bargaining unit members that elect health coverage.

Employees shall be responsible for the difference in cost if they elect to take a PPO family plan instead of the HMO family plan.

Dental insurance shall be provided fully paid at the Employee Low Plan level. Employees shall be responsible for the difference in cost if they elect a different plan.

Vision insurance is available at the employee's cost.

C. Life Insurance

The Board shall provide and fully pay for each full-time custodian a group term life insurance policy in the amount of \$50,000. However, the amount is reduced to \$32,500 when the employee turns 65 years of age and reduced \$25,000 when the employee turns 70 years of age.

D. Part-Time Custodian Benefits

Any custodian employed on a regular basis who works at least 20 hours per week shall be eligible for the health, dental and life insurance benefits afforded under Article V, sections B and C of this Agreement, pro rata contributions.

E. Travel

A custodian on authorized school business who uses a personal automobile in traveling from school to school within the District or traveling in the Metropolitan Chicago Area shall be reimbursed for use of such vehicle at the mileage rate approved by the Internal Revenue Service and shall be included on the District's non-owned automobile insurance policy.

Authorized school business requiring the use of the custodian's automobile outside the Metropolitan Chicago Area shall be reimbursed at the mileage rate approved by the Internal Revenue Service, provided such travel has prior approval of the Superintendent or designee. Travel reimbursement shall be made on semi-annual basis, (January and June).

F. Uniforms

The Board shall provide each custodian with three (3) sets of uniforms per year. Custodians shall be responsible for the maintenance and cleaning of uniforms. The Superintendent or designee shall determine the color and design of uniforms to be worn by all custodians. In addition, the Board agrees to reimburse up to one hundred and fifty dollars (\$150) per year for the purposes of purchasing safety footwear. Receipts for purchases and wearing safety footwear will be required.

G. Building Checks

All custodians shall be responsible for regular weekend and holiday building checks as assigned. A custodian will be compensated \$25.00 per building for a building's check for such assignments, regardless of the amount of time it takes to perform the check.

H. Call Back Time

Custodians called back to work for emergency crises shall be paid a minimum of two (2) hours work (overtime), provided that if the reason for the call back is remedied within two (2) hours, the employee may be assigned work for the remainder of the two (2) hours. They shall be accessible by the bargaining unit members for emergencies that happen at night and during building checks. Building checks and call-back time shall be rotated based on seniority and in cases of volunteer assignments based on rotated seniority.

I. Evaluation Bonus

Evaluations shall be provided to the member a minimum of twenty-four (24) hours in advance prior to any discussions.

Annual bonuses shall be paid at \$250 for an Above Average and \$500 for an Excellent evaluation.

The Employer shall, when determining eligibility for evaluation bonuses, shall take into account the summer work performed as well as that performed during the school year.

J. Equipment

The bargaining committee shall, with the Employer, review and inventory equipment and replacement equipment needed to maintain the high standard of work expected.

ARTICLE VI - LEAVES, VACATIONS, AND HOLIDAYS

A. Sick Leaves

Each full-time custodian shall be entitled to eleven (11) sick leave days per school term, without loss of pay. Unused sick leave shall accumulate to a maximum of 200 working days. No unused sick leave days shall be granted as severance pay upon termination of employment. Part-time custodians employed on a regular basis at least 20 hours per week shall be entitled to sick leave on a pro-rata basis.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household. The immediate family, for purposes of this Section, shall include parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

B. Emergency Personal Leave

Leave of three (3) days per year without loss of pay may be granted to each full-time custodian for emergencies or compelling personal reasons. Such leave may be granted for, but not necessarily limited to, such emergencies as appearance in court, settling of an estate, funeral of a friend or distant relative, breakdown of an automobile, or taking a driver's test.

Emergency personal leave shall not be granted on days before or after holidays or vacation, for any activity which results in compensation to the custodian from other than the Board, for participation in any work stoppage, or for such things as shopping, vacation, looking for a new position, or taking a person to a train, airport, or bus station.

The Superintendent or designee shall determine the validity of each request for emergency personal leave and may grant or deny any such request. Part-time custodians employed on a regular basis at least 20 hours per week shall be entitled to such leave on a pro-rata basis.

Unused Emergency Personal Leave days shall annually convert to sick days.

C. Vacation

Each full-time custodian with one (1) to five (5) years of service as of July 1 of any school year shall be entitled to two weeks (10 working days) of vacation with pay annually.

Any custodian who has completed six (6) to fifteen (15) full years of service as of July 1 of any school year shall receive one additional day of vacation with pay for each additional year of service of a maximum of four weeks (20 working days) of vacation with pay annually.

Upon completion of fifteen (15) full years of service as of July 1 of any school year, a custodian shall be entitled to four weeks (20 working days) vacation with pay annually.

Custodians with less than one (1) year of service prior to July 1 of any school year shall receive a paid vacation according to the following schedule:

Hiring Month	Length of Vacation in Regular Working days
July	10
August	9

September	8
October	7
November	6
December	5
January	4
February	3
March	2
April	1
May	0
June	0

Vacations shall not be cumulative, nor shall a custodian forego his vacation and receive pay in lieu of vacation. Vacations must be arranged at a time which will be the least disruptive to the custodial and maintenance program of the District. Such schedule shall be approved by the Superintendent or designee. Vacation time shall not be afforded to any person in the custodian classification working less than full-time (i.e., 40 hours per week).

The Board shall ensure that custodian(s) shall be entitled to take vacation time earned up to, August 14th each year based upon seniority, but rotating annually for three (3) custodians for the duration of this agreement.

The district will endeavor to distribute the vacation sheet by April 1st each year.

D. Bereavement Leave

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, grandparents, grandchildren, parents of spouse and step-parents, brother and sister, and domestic partner) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. This leave may be extended by up to two (2) additional days provided the employee has to attend services out of state.

E. Holidays

Custodians shall not be required to work on any day designated annually by the Board as a custodial holiday, provided that a custodian may be required to work on a holiday if his/her presence is necessary because of an emergency or for the continued operation and maintenance of school facilities or property. A maximum of fifteen (15) days may be designated as holidays annually for bargaining unit members.

A custodian must be present the last working day before a holiday and the first working day after a holiday before that holiday shall be granted as a paid holiday. If a custodian is absent on one or both of these days because of illness, some evidence of illness must be provided before that holiday will be granted as a paid holiday.

The Union Steward and the Assistant Superintendent shall meet annually to set the holiday schedule.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the Union or a custodian that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
2. As used herein, the term "days" shall mean days on which the school business office is open.

B. Informal Procedure

The parties acknowledge that it is usually most desirable for a custodian and the custodian's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the custodian or the Union, a grievance may be processed as follows:

C. Formal Procedure

1. Step One: The custodian or the Union may present a formal grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within fifteen (15) days after receipt of the grievance. A formal grievance shall be submitted within fifteen (15) days of the occurrence of the grievance or within fifteen (15) days of when such an occurrence should reasonably have become known. Within fifteen (15) days of the meeting, the custodian and the Union shall be provided with the supervisor's written response.
2. Step Two: If the grievance is not resolved at Step One, then the custodian or Union may refer the grievance in writing to the Superintendent or designee within fifteen (15) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within fifteen (15) days of receipt of the appeal. Within fifteen (15) days of the meeting, the custodian and the Union shall be provided with the written response of the Superintendent or designee.
3. Step three: If the Union is not satisfied with the disposition of the grievance at Step Two, it may submit the grievance to the Board of Education. The Secretary of the Board of Education or designee shall arrange for a meeting to take place within fifteen (15) days of receipt of the appeal. Within fifteen (15) days of the meeting, the custodian and the Union shall be provided with the written response of the Board of Education or designee.
4. Step four: If the Union is not satisfied with the disposition of the grievance at Step Three, it may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within fifteen (15) days of the date for the Step Three answer, then the grievance shall be deemed withdrawn.

The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall base the decision solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator shall not alter, modify, add to, or delete any of the terms of the Agreement in rendering a decision.

D. General Provisions

1. Each party shall bear the full costs of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
2. A custodian is allowed Union representation of his choosing at any step of the process. When a custodian is not represented by the Union, the Union may be present as an observer at all step-level meetings.
3. If a custodian is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.
4. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
5. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
6. The failure of a custodian or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next level.
7. If the Union and the Superintendent or designee agree, Step One of the grievance procedures may be bypassed and the grievance brought directly to Step Two.
8. No reprisals will be taken for the processing of participation in any grievance.

ARTICLE VIII - EFFECT OF AGREEMENT AND DURATION

A. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

B. Negotiations Acknowledgment and Waiver

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make proposals with respect to any matter not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement.

The Union, therefore, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, except as otherwise specifically provided herein.

The parties each further agree that they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. Saving Clause

If any article, or provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be immediately renegotiated between the parties. The remaining articles, sections, and provisions shall remain in full force and effect for the duration of the Agreement.

D. No Strike Clause

During the term of this Agreement and any extension thereof, no custodian, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the School District.

In the event of any violation of this provision by a custodian, the Union, or by its members or representatives, any violating custodian shall be subject to discipline or discharge as determined appropriate in the sole discretion of the Board. The Union shall, upon notice from the Board, immediately direct such custodian(s) both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations(s).

E. Duration

This Agreement shall be effective July 1, 2025 and shall continue in effect until 11:59 p.m., on June 30, 2030.

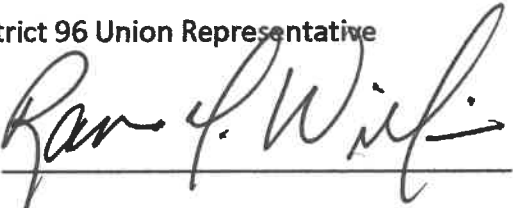
This Agreement made and executed this 22nd day of May 2025, by the duly authorized representatives of the parties designated below.

LOCAL UNION NO. 700
BOARD OF EDUCATION,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

RIVERSIDE SCHOOL DISTRICT NO. 96,
COOK COUNTY, ILLINOIS

By: _____

District 96 Union Representative

By: 

Its: President

By: _____

Its: President, Board of Education

Attest:

By: 

Its: Secretary

By: _____

Its: Secretary, Board of Education